

UNION CO. / IOE #234 (ROADS)

07-08

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PUBLIC EMPLOYMENT  
RELATIONS BOARD

**COLLECTIVE BARGAINING AGREEMENT**

between

**UNION COUNTY, IOWA**

**BOARD OF SUPERVISORS**

and

**UNION COUNTY**

**SECONDARY ROAD DEPARTMENT EMPLOYEES**

Represented by:

**INTERNATIONAL UNION OF OPERATING  
ENGINEERS, LOCAL 234-D**

**JULY 1, 2007**

through

**JUNE 30, 2008**

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**ARTICLE 1**  
**PREAMBLE**

The Union County Board of Supervisors as the Employer for Union County has endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the County to retain the right effectively to operate in a responsible and efficient manner and are consonant with the paramount interest of the County and its residents.

It is the intention of this Agreement to set forth the entire agreement of the parties covering employment conditions where not otherwise mandated by a statute or ordinance, to maintain and increase individual productivity and quality of services, to prevent interruptions of work and interference with the efficient operation of the department, and to provide an orderly and prompt method for handling and processing grievances.

The parties recognize that this Agreement is not intended to modify any of the discretionary authority vested in the County by statutes of the State of Iowa, except as controlled by this Agreement.

The Employer and the Union agree that there will be no unlawful discrimination against any employee as to hiring or termination, wages, training, upgrading, promotion, transfer, layoff, discipline, or otherwise because of race, creed, color, national origin, sex, age, religion, or physical disability or because of relationship to other employees by blood or marriage; nor will there be any effort or attempt to cause such discrimination. The Union agrees to cooperate fully in any affirmative action program or action undertaken by the County.

**ARTICLE 2**  
**RECOGNITION CLAUSE**

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, shall be in effect from July 1, 2007 through June 30, 2008, by and between the UNION COUNTY BOARD OF SUPERVISORS (hereinafter referred to as the County), and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 234-D, AFL-CIO, representing UNION COUNTY SECONDARY ROAD DEPARTMENT (hereinafter collectively referred to as the Employee Organization), as the exclusive bargaining agent for the employees in the bargaining unit set forth in this Agreement below as stipulated in Case No. 556.

INCLUDED: All employees of the Secondary Road Department, including, but not limited to: Equipment Operators, Truck Drivers and Laborers, performing maintenance or construction on roads and bridges for Union County, Engineering Aides and Inspectors.

EXCLUDED: County Engineer, Assistant County Engineers, Assistant to the Engineer, Maintenance Superintendent, all clerical, full-time computer personnel, Guards, Janitors, and those covered under Section 4 of the Act, and all other employees of Union County.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS CLAUSE**

It is recognized that, except as expressly stated herein, the County shall retain whatever rights and authority as are necessary for it to operate and direct the affairs of the County in all of its various aspects, including, but not limited to, the right to direct the working forces, to plan, direct and control all the operations and services of the County; to determine and implement the methods, means, assignments, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods or services shall be made or purchased; to hire, promote, and demote employees, to suspend, discipline, and discharge employees for proper cause, to relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment or facilities; to maintain the efficiency of governmental operations; to take such actions as may be necessary to carry out its mission; to initiate, certify, and administer its budget; and to exercise all powers and duties granted the County by law.

### **ARTICLE 4**

#### **NO STRIKE CLAUSE**

Section 12 of the Public Employment Relations Act (Chapter 20, Code of Iowa) shall be considered part of this Agreement.

### **ARTICLE 5**

#### **DUES CHECKOFF AND INDEMNIFICATION**

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked, in writing, at any time, by giving thirty (30) days written notice, the County agrees to deduct the regular monthly Employee Organization dues from the first paycheck of each month of the employee, and remit such deduction by the fifteenth (15th) day of the month to the business address of the Employee Organization with an accompanying list of employees from whom payroll deductions were made. The Employee Organization will notify the County, in writing, of the exact amount of such regular membership dues to be deducted. The County will require a minimum of thirty (30) days and maximum of sixty (60) days from the receipt of the written authorization before the first deduction can be made.

The Union agrees to indemnify and hold the County harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of

any action taken or not taken by the County under the provisions of this dues check-off clause.

## **ARTICLE 7**

### **DEFINITION OF GRIEVANCE**

A grievance shall be defined as a dispute or disagreement raised by an employee against the County involving the interpretation or application of a specific term or provision of this Agreement, except claimed violations of Article 2 and 3, which shall not be grievable under Article 7. Other disputes or disagreements, which do not involve the interpretation or application of a specific term or provision of this Agreement, including matters as to which other means of resolution are provided or foreclosed by this Agreement, or by statute or administrative procedures applicable to the County, shall not be considered contract grievances. Grievances as herein defined shall be processed in the following manner:

The investigation or processing of a grievance by the Employee Organization representatives shall be carried out in a manner, which does not interfere with normal operations of the Secondary Road Department, by first obtaining permission of the immediate supervisor, or department head, if immediate supervisor is not available. If the grievance is to be investigated or processed during regular working hours, such permission shall not be unreasonably withheld. The Employee Organization shall have no more than two (2) members investigating or processing a single grievance. Time spent by the Employee Organization representatives on a single complaint shall be without pay, unless permission is requested from his/her immediate supervisors in advance, and such permission shall not be unreasonably withheld.

**Time Limits:** If a grievance is not presented within the time limits set herein, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the County's last answer. If the County does not answer a grievance or an appeal thereof within the specified time limits, the Employee Organization may elect to treat the grievance as defined at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the County and Employee Organization involved in each step. After Step One, the parties move to arbitration. The same arbitrator may hear more than one grievance only by mutual written agreement of the parties. The term "working days" as used in this Article, shall mean the days Monday through Friday, inclusive.

**Step One:** A grievance shall first be taken up by the grievant with the County Engineer. The grievance shall be in writing and cite the provisions of this Agreement allegedly violated. Step One must be taken within ten (10) working days of the incident complained of. The County Engineer shall have ten (10) working days to investigate the grievance and respond to it.

**Step Two:** If the grievance is not settled in accordance with the foregoing procedure, the Employee Organization may, within ten (10) working days after receipt of the County's answer in Step One, submit the grievance to arbitration.

If the grievance is submitted to Step Two, the charging party will request that Iowa Public Employment Relations Board submit to the parties a list of five (5) arbitrators. From such list, the parties shall alternately strike one (1) name, the charging party striking first, until four (4) names have been eliminated and the person whose name remains on the list shall be selected to act as the arbitrator.

## **ARTICLE 8**

### **AUTHORITY OF ARBITRATION**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her, in writing, by the County and the Employee Organization, and shall have no authority to make his/her decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make his/her decision on any issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application laws and rules and regulations; having the force and effect of law. The arbitrator shall submit, in writing, his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented.

The arbitrator shall not order back pay in any case for a period of more than thirty (30) working days prior to the date the grievance was initiated. All awards of back pay shall be limited to the amount of wages the employee(s) would have earned from his/her employment with the Employer, but not in excess of the period above defined, less any other compensation for personal services that he/she has received from any source during said period.

No decision of an arbitrator or of the County in any grievance case shall create the basis for retroactive adjustment, or other adjustment, in any other case.

No arbitrator shall decide more than one grievance on the same hearing or series of hearings except by mutual agreement between the parties.

## **ARTICLE 9**

### **LEAVE WITH PAY**

**Military Leave** All probationary and permanent employees shall be granted up to a maximum of thirty (30) days annual military leave with pay or as required by military order of the Code of Iowa.

**Jury Duty** All probationary and permanent employees shall be granted time off with pay for serving on jury duty. Employees shall be granted this time off only for that part of the workday required by the jury duty. Any jury duty pay received by an employee shall be forwarded to the County Engineer, to be deposited in the Secondary Road fund. Jury duty pay does not include payment for mileage.

**Vacation Leave** Probationary or permanent employee shall earn vacation leave with full pay for continuous employment from the last date of hire as follows:

After one (1) full year of continuous service, one (1) week (five (5) days)

After two (2) full years of continuous service, two (2) weeks (ten (10) days)

After eight (8) full years of continuous service, three (3) weeks (fifteen (15) days)

After twenty-five (25) full years of continuous service, four (4) weeks (twenty (20) days)

When a holiday designated in this Agreement falls within the vacation period, the holiday shall not be included in the vacation period. Vacation leave shall be accrued on a monthly basis; however, it cannot be taken until after the employee's anniversary year, and may accrue to a maximum of twice the annual earned rate, but not to exceed twice the annual entitlement. Vacation leave may be taken in a minimum of one (1) day increments.

If an employee is separated from employment due to layoff, resignation, discharge, retirement, or death, he/she or his/her estate shall have paid to him/her or his/her estate, any unused vacation leave he/she may have earned.

Vacation leave shall be scheduled with and approved by the Employer. Except in an emergency, notice of intent to use vacation leave must be given two (2) weeks in advance of said leave commencing. Normally, vacation requests for one (1) day should be received at least twenty-four (24) hours in advance. The Engineer must approve vacations.

**Sick Leave** A probationary or permanent employee shall be entitled to sick leave with full pay at the rate of one (1) working day for each month of employment, subject to the following conditions.

- a. Sick leave shall apply to a period in which the employee is incapacitated from the performance of his/her duties by sickness or injury, for medical, surgical, dental, or optical examination or treatment, or whereby reason of his/her exposure to contagious disease, his/her presence at his/her post of duty would jeopardize the health of others. Disabilities cause or contributed to by pregnancy and recovery there from shall be covered by sick leave.
- b. Sick leave shall not be used for vacation leave.

- c. Sick leave shall not be taken in advance.
- d. Sick leave shall not be accumulative for more than ninety (90) working days.
- e. In all cases where an employee has been absent on sick leave, he/she shall immediately upon his/her return to work, submit a statement that such absence was due to illness or other reasons stated in item (a) above. In cases where such absence exceeds three (3) calendar days, a physician or other authorized practitioner shall verify such statement, unless waived by the Employer. For a lesser period of absence, the Employer may, at his discretion, require evidence of illness or other reasons defined in item (a) above as they deemed necessary and in all cases, sick leave pay shall not be granted until approved by the Employer.
- f. Sick leave shall be taken on a workday basis. Holidays designated in this Agreement falling within a period of sick leave shall not be counted against sick leave.
- g. Sick leave shall not accrue during leave of absence without pay, suspension, layoff, or educational leave.
- h. An employee who is transferred from his/her department to another within the County shall be credited with the sick leave he/she has accumulated.
- i. All sick leave shall expire on the date of separation of employment and no employee shall be reimbursed for sick leave outstanding at the time of such separation.
- j. If an absence of illness or injury extends beyond the sick leave accrued to the credit of the employee, such additional time may be charged to vacation leave. If all sick leave and vacation leave is used, the employee may be granted sick leave without pay.
- k. Upon written request by the employee, prior to the employee exhausting his/her vacation leave and sick leave, sick leave without pay must be granted by the Employer, in writing, for the remaining period of disability after both sick leave and vacation leave has been exhausted. In the event such leave exceeds one (1) year, an extension must be requested and approved by the Employer, or the employee shall be terminated.
- l. Failure on the part of an employee to report immediately at the expiration of a leave of absence with or without pay or sick leave or extension of such leave, except for valid reasons submitted in advance and approved by the Employer, shall be considered a resignation.



- m. Any employee who fails to give notice to his/her immediate supervisor or department head of an absence as soon as possible, but no later than one (1) hour after the designated starting time, shall forfeit all pay for that day, except in the case of an emergency.
- n. Family leave, not to exceed two (2) working days annually, to be taken from the employee's accumulated sick leave. These days may be taken in one-half (1/2) day increments. Family means, for this section, spouse and dependent children.
- o. Personal leave, not to exceed three (3) working days annually, to be taken from the employee's accumulated sick leave. These days may be taken in one-half (1/2) day increments.

### **Injury Leave**

- a. Accident Reports: When an employee of the County suffers an injury in line of duty, a report of such accident shall be made immediately by the head of the department in which such individual is employed to the County Engineer. This report shall give all known details and circumstances pertaining to the injury and the names of all witnesses thereto.
- b. Notice of Injury - Failure to Report: Any employee who is physically able to and who fails to report an injury within twenty-four (24) hours, however minor, to his/her Foreman or Supervisor and to take such First Aid or medical treatment as may be necessary, shall not be entitled to or be eligible for injury leave as outlined herein.
- c. An employee off work due to an injury or illness covered by Workers Compensation shall be paid the difference from the employee's accumulated sick leave so that the employee may receive their regular rate of pay.

**Funeral Leave** All probationary and permanent employees will be allowed time off, with pay, to attend funerals on the following schedule:

Three (3) days per occurrence for arrangement and attending the funeral of a wife, husband, child, stepchild, or minor child living in the household, mother, father, brother or sister.

Two (2) days for mother-in-law or father-in-law.

One (1) day per occurrence for funeral of grandparents, grandchildren, brother-in-law and sister-in-law.

One (1) day per occurrence for funeral as a pallbearer.

One (1) day for present County employees.

## **Holidays**

- a. All probationary and permanent employees shall be eligible for holiday pay.
- b. Holiday pay will be paid on the basis of: if the employee is working a normal workday of eight (8) hours, the employee shall receive eight (8) hours holiday pay. If the employee is working a normal workday of ten (10) hours, the employee shall receive ten (10) hours holiday pay.
- c. Holidays observed by eligible employees are as follows:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday (afternoon only)	Day after Thanksgiving
Memorial Day	Day before Christmas
Independence Day	Christmas
Labor Day	

Additional one (1) day paid holiday to be observed with the other courthouse employees.
- d. When a holiday falls on Saturday, the preceding Friday shall be granted. When a holiday falls on Sunday, the following Monday shall be granted.
- e. Employee must work the day before and the day after a holiday in order to receive the holiday pay, unless a) previously excused by the Engineer; b) has evidence that the employee received medical treatment; or c) is on vacation during the period.

## **ARTICLE 10** **LEAVE WITHOUT PAY**

An employee granted a leave of absence without pay shall not accrue any vacation, sick leave, or other benefits.

## **ARTICLE 11** **JOB SELECTION AND PROMOTION**

Job selection and promotion shall be based upon the following:

- 1. The skills, knowledge and ability of an applicant based upon education, training, and experience.

2. Job performance factors such as judgment, work habits, quantity of work, and quality of work.
3. Applicants must meet minimum qualifications to be eligible for the position. The candidate selected to fill a vacancy shall be placed on the pay grade for the job classification. Where a person presently employed by the Employer is selected to fill a vacancy, the rate of pay shall not be less than the employee is presently receiving.
4. Probationary employees may apply for vacancies.
5.
  - a. Present employees shall possess a Class B CDL by July 1, 1992, except present employees who are presently required to have a Tractor-Trailer Chauffeur's license will be required to have a Class A CDL by July 1, 1992.
  - b. New employees shall possess a valid Class A or B CDL or the ability to obtain such. Such employees shall obtain a valid CDL prior to the completion of his/her probationary period.
  - c. As per subsections a. and b., permanent employees must maintain a valid CDL as a condition of their employment. Loss of a valid commercial driver's license will result in automatic suspension and/or termination of the employee.
  - d. Employees who are unable to work as a result of a suspension of a CDL can use vacation and personal leave.
6. Equipment operator positions will be bid as they become vacant.

## **ARTICLE 12**

### **PROBATIONARY PERIOD**

Each employee shall be considered as on probation for a period of at least six (6) months. Any employee may be terminated with probable cause during his/her probationary period without right of appeal. Upon satisfactory completion of the probationary period, the employee shall be entitled to all the rights and privileges granted all permanent employees and the terms of employment shall start as of the employment date.

## **ARTICLE 13**

### **PERMANENT EMPLOYMENT**

Permanent employment status is granted upon satisfactory completion of the probationary period. Permanent employees are expected to work their normal workweek every week, except for approved leaves of absence.

## **ARTICLE 14**

### **DRUG TESTING**

The parties, during the term of the Agreement, may mutually agree to a drug testing and physical examination in accordance with the Iowa law.

## **ARTICLE 15**

### **REDUCTION IN FORCE**

A restricted operating budget or a shortage of work sometimes makes a staff reduction necessary. The reduction in force may be in a systematic manner, and must be approved by the Employer. The layoff will be accomplished in the following sequence: probationary and finally permanent employees, based on their seniority in their classifications. The County Engineer has the right to lay off employees in whatever classification he/she deems necessary.

## **ARTICLE 16**

### **WORKING HOURS**

1. **Working Hours:**

- a. The normal workweek shall be forty (40) hours.
- b. The normal workweek shall be a seven (7) days period from 12:01 AM Monday to Midnight the following Sunday.
- c. The normal workday shall consist of eight (8) hours, starting between 7:00 AM and 8:00 AM, with a normal lunch period of one-half (1/2) hour, except for the period from the first Monday in April to the Friday following Labor Day to accommodate a ten (10) hour workday.
- d. The normal workday shall start at the time and location designated by the Employer. The Union shall be given notice, in writing, five (5) days in advance of change in starting time.
- e. The normal starting time for ten (10) hour days shall be between 6:00 AM and 7:00 AM with appropriate notice given to the employees affected.

2. **Break time:** All employees will be permitted to take one (1) fifteen (15) minute break with pay during each four (4) hour work period. Breaks should be scheduled as close to the middle of the work period as possible and the time limit must be strictly observed.

3. **Overtime:** Overtime shall be paid in the following manner:

- a. Applies only to five (5) eight (8) hour day workweek: Overtime at the rate of one and one-half (1 1/2) times the employee's normal hourly rate shall be paid for hours worked in excess of eight (8) hours in any workday or in excess of forty (40) hours in any workweek.
- b. Applies only to four (4) ten (10) hour day workweek: Overtime at the rate of one and one-half (1 1/2) times the employee's normal hourly rate shall be paid for hours worked in excess of ten (10) hours in any workday or in excess of forty (40) hours in any workweek.
- c. Time records shall be kept in time books furnished by the Employer and shall be reported to the nearest one-half (1/2) hour.
- d. All employees shall be required to work overtime when requested by the Employer. The Employer shall notify employees before quitting time the previous day if overtime is to be worked, other than in an emergency. Vacation time, sick leave, funeral leave, jury duty, or other time off shall not be counted as day(s) worked when computing overtime. Time off in lieu of overtime pay may be taken and allowed to accumulate up to a maximum of forty (40) hours and can be taken at any later date. The employee can still chose to take overtime pay if compensation time is not utilized. All holidays named in this Agreement and Sundays worked shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay and shall not be counted when computing overtime.
- e. In the event an employee is required to work outside his/her regular working hours or on his/her day off, he/she shall be paid for a minimum of two (2) hours for such time worked, as provided herein.

**ARTICLE 17**  
**GROUP INSURANCE**

The employer will provide a health, dental, drug, vision and life insurance program of the Employer's choice for the Employee and his/her dependents as follows.

The Employer will provide three options to each regular full-time employee who has completed his/her probationary period.

- Option B (See attached Exhibit A)
- Option C (See attached Exhibit A)
- Option D (See attached Exhibit A)

Employees who select Plan B will pay 10% of the premium or \$88.96 whichever is less for single coverage or \$160.47 or 10% of the premium for family coverage whichever is less.

Employees selecting Plan C will pay 10% of the premium or \$42.10 whichever is less for single coverage or \$75.48 or 5% of the premium for family coverage whichever is less.

Employees selecting Plan D the County will pay the entire premium each month.

The insurance programs, including eligibility, referred to in this contract shall be subject to all terms and conditions of the contract with the insurance carrier(s) selected by the Employer.

During the term of this agreement, the parties agree to meet quarterly to discuss the insurance program along with the claims and financial aspect of the plan.

### **ARTICLE 18** **LODGING AND MEALS**

When duties require an employee to be outside of Union County proper, the employee is eligible for meal and lodging reimbursement upon presentation of receipts and approval of the Employer.

### **ARTICLE 19** **SAFETY**

1. The County shall pay for all time for training and the full costs of any certifications required by the County for first aid or weed spraying. Failure of a current employee to obtain these certifications or training shall not be grounds for discharge or other discipline.
2. The Employer shall pay the cost of one (1) pair of clear safety lenses and frames with a maximum replacement period of every two (2) years, not to exceed Eighty Dollars (\$80.00) per occurrence (this is to include eye examination). The employee shall be responsible for any extra costs. Special circumstances shall be considered for more frequent replacement.
3. Any employee who needs safety glasses under this Article shall first make a claim for them with the insurer. In the event that the employee also needs a pair of ordinary prescription glasses or another pair of safety glasses within a two (2) year period, the County will pay up to Eighty Dollars (\$80.00) toward the price of the same upon verification from the employee that the first set of glasses obtained was, in fact, safety glasses.

**ARTICLE 20**  
**SALARY**

1. The rate of pay shall be as set forth in the pay schedule attached hereto.
2. Employees who replace others because of short-term absence, such as normal sick leave and vacation time, shall be compensated at the out-of-class rate for any time beyond two (2) normal workweeks.

**ARTICLE 21**  
**BULLETIN BOARD**

Space shall be provided which may be used by the Union of employees for the posting of Union notices relating to Union meetings or other bona fide Union business not contrary to the County's interests. These notices shall be signed by an official representative of the Union and initialed by a responsible official of the County before posting.

**ARTICLE 22**  
**AMERICANS WITH DISABILITIES ACT**

The parties agree that the Employer and the Union may agree to a reasonable accommodation that may by-pass the provisions under this Agreement in order to comply with the Americans with Disabilities Act.

**ARTICLE 23**  
**FAMILY AND MEDICAL LEAVE ACT**

The parties agree to comply with all provisions of the Family and Medical Leave Act. The Employer will develop policies and procedures to comply with this Act. The Employer will provide the Union with copies of the policies and procedures.

**ARTICLE 24**  
**SAVINGS CLAUSE**

Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision. Upon the issuance of such a decision, the parties agree to negotiate a substitute for the invalidated article, section, or portion thereof.

In the event that any provisions of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect.

**ARTICLE 25**  
**ENTIRE AGREEMENT AND WAIVER CLAUSE**

1. This Agreement supersedes and cancels all previous agreements and practices between the County and the Employee Organization, unless expressly stated to the contrary herein, and together with the concurrent Letters of Understanding, supplemental hereto, constitutes the entire agreement between the parties, and concludes collective bargaining for its term, except as provided herein.
2. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Employee Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to, or covered in this Agreement.



**ARTICLE 26**  
**DURATION**


Except where otherwise provided herein, this Agreement shall become effective the 1st day of July, 2007. It shall remain in full force and effect until the 30th day of June, 2008, and shall be renewed year to year thereafter unless on or before September 1, prior to the expiration date, either party gives notice, in writing, of a desired change in this Agreement.


IN WITNESS THEREOF the parties hereto have set their hands and seal this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

UNION COUNTY, IOWA  
BOARD OF SUPERVISORS

By:   
Chair, Board of Supervisors

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL 234-D, AFL-CIO

By:   
Rick Lane  
Business Manager/Financial Secretary

By:   
Employer Representative  
Jack A. Lipovac

By:   
Kevin Holzhauser  
Business Representative

By:   
Scott Nixon  
County Engineer

*Prepared by Jack A. Lipovac, HR-OneSource, 5619 NW 86<sup>th</sup> Street, Suite 600,  
Johnston, Iowa 50131.*

## APPENDIX 1 PAY SCHEDULE

All probationary employees shall be paid at the rate of three and one-half percent (3.5%) per hour less than the normal pay schedule for said job classification. The hourly rate of pay per classification will be as follows:

Job Classification	7/1/2007
Inspector II	\$ 16.55
Inspector I	\$ 16.08
Engineer Aide II	\$ 15.79
Engineer Aide I	\$ 15.57
Maintenance Foreman II	\$ 16.81
Maintenance Foreman I	\$ 16.52
Mechanic II	\$ 16.88
Mechanic I	\$ 16.39
Equipment Operator II	\$ 16.25
Equipment Operator I	\$ 16.47

**Longevity Benefits:** The following is the longevity schedule: Ten cents (10¢) per hour additional after five (5) years of continuous service; fifteen cents (15¢) per hour additional after ten (10) years of continuous service; twenty cents (20¢) per hour after 15 years of continuous service; twenty five cents (25¢) per hour after twenty years (20) years of continuous service; thirty cents (30¢) per hour after twenty five (25) years of continuous service; and thirty five cents (35¢) per hour after thirty (30) years of continuous service.

The Distributor Operator, when seal coating is done, shall be paid an additional One Dollar (\$1.00) per day. All pay adjustments shall be made at the nearest pay period (longevity, probationary, and seal coating).

## **APPENDIX 2**

The County Engineers shall develop a pre-check list for equipment to be used by the employee

The County shall provide a maintenance sheet for equipment to be used by the County employee

Employees will not be required to operate equipment, which has equipment violations, management may reassign that employee to other duties so that the employee does not lose any pay

The Weed Commissioner will receive an additional \$1 50 per hour

## EXHIBIT A

### HEALTH INSURANCE PLANS

For the 2007-2008 Fiscal Years

	Plan B	Plan C	Plan D
<b>Deductible</b>			
Single	\$275	\$550	\$1,100
Family	\$550	\$1,100	\$2,200
<b>Benefit Percentage</b>	90%	80%	80%
<b>Copay</b>	\$20	\$20	\$30
<b>Out of Pocket Maximums<sup>1</sup></b>			
Single	\$1,050	\$1,575	\$2,100
Family	\$2,100	\$3,150	\$4,200
<b>Prescriptions</b>			
Generic	\$15	\$20	\$20
Brand	\$25	\$35	\$40
Formulary	\$40	\$50	\$60

The premiums will be adjusted each year as determined by the Third Party Administrator.

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<sup>1</sup> These figures are for the PPO